

**Faculty of Graduate Studies/Research Services  
Intellectual Property Checklist**

**Please note:** the objective of this IP Checklist is to address intellectual property matters that may arise within a university environment between a graduate student and his or her faculty supervisor. This checklist will help students and supervisors start a discussion about intellectual property and clarify important areas related to intellectual property. It is recommended that this IP Checklist be reviewed and discussed prior to the start of any research related activities.

	<b>IP Checklist – Items to be Discussed</b>
	<p><b>Brock University Policies:</b></p> <p>We (the graduate student and faculty supervisor) have read the Brock University policies and guidelines that relate to student created intellectual property, specifically the <i>Policy on Integrity in Research and Scholarship</i> (which is housed in Appendix B of the Collective Agreement between Brock University and the Brock University Faculty Association) and the guidelines on <i>Ownership of Student-Created Intellectual Property</i> (which is housed in section III, subsection 23 of the Faculty Handbook).</p>
	<p><b>Ownership of Intellectual Property:</b></p> <p>As a general rule, intellectual property, developed by a student, shall be owned by the student. However, there are a number of circumstances that will affect ownership, such as whether the student was employed to create a work, whether the student used University facilities to develop their intellectual property, whether the particular funding agency attached terms and conditions to the funding which affect intellectual property, or whether an industry sponsor has an interest in the intellectual property stemming from a research contract. Accordingly, supervisors and/or other faculty members may have a large or small claim on the intellectual property rights of students depending on the various scenarios. In contrast though, a student usually will have no claim to his or her supervisor’s work unless the student is a joint author or joint inventor.</p> <p>We have discussed the student’s source(s) of funding and any impact it may have on the ownership of intellectual property and have also discussed how we will manage intellectual property ownership, if any, stemming from any work, research or studies conducted by the student.</p>
	<p><b>Ownership of Data:</b></p> <p>Raw data are not normally considered to be intellectual property in law. However, analyzed data that has been placed or arranged in a table may be protected by copyright. Nevertheless, data are important and valuable outcomes of academic research and may have to be treated confidentially in some cases.</p>

	<p>In line with University policy, we have discussed that a complete set of all original research data will be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data, and that research collaborators will have free access to the relevant data at all times. We have discussed that all members of the research group are responsible for insuring proper acknowledgment of each member when the data are released in any form.</p>
	<p><b>Authorship:</b></p> <p>We have discussed that, pursuant to University policy, the student holds copyright in and to a finished thesis or dissertation. For any publications that may emerge from the thesis or dissertation, we have discussed authorship and the possibility of joint authorship and the ordering of such authors.</p>
	<p><b>Joint Authorship and Joint Inventorship:</b></p> <p>We have discussed that under the laws of copyright, joint authorship exists where a work is produced through the collaboration of two or more persons and the contribution of one author is not distinct from the contribution of the others. In a University setting, a student’s research may be guided by a supervisor, team or committee. As such, contributors to the original ideas in a project are typically given the right of joint authorship on publications that report on the results of the research. Also, depending on the discipline, joint authorship may be afforded to individuals other than the student or supervisor who have participated significantly in the conception and/or execution of the idea or design of an experiment; the actual execution of the experiment; the analysis and interpretation of data; and/or the actual writing of the manuscript. Ordinarily, all joint authors have to agree to the publication or presentation of the jointly authored paper.</p> <p>We have discussed that a person is only a “joint inventor” if that person makes an original and substantive contribution to an invention. Although a student may have put considerable time and effort into developing an invention, if he or she was following the direction of a supervisor, it is unlikely the student is an inventor.</p>
	<p><b>Commercialization of Research Results:</b></p> <p>Except as provided in Article 11 – Academic Freedom, Article 39 – Patents, and Article 39-Copyright of the Collective Agreement and other University policies, the University recognizes that the owners of intellectual property should be free to make all decisions concerning the development and use of their intellectual property. A student who has worked closely with a supervisor, or as part of a research group, should understand that the rights to patent or commercially exploit the results of the research may need to be shared with the supervisor and/or other member of the research group, and with the University. If the work or research is supported by grants or contracts, there may be other conditions affecting patent or commercial exploitation, including the obligation to assign to the University all rights in and to the intellectual property for patent or other intellectual property protection.</p> <p>We have discussed the impact of commercialization on the ownership of intellectual property and if applicable, have reviewed the terms and conditions of any grant or contract that may affect commercialization.</p>

